
RENNIES SHIPS AGENCY (PTY) LTD
Registration No. 1999/012438/07
STANDARD TRADING TERMS AND CONDITIONS

Interpretation and Application

1. INTERPRETATION

- 1.1 In these Conditions, unless the context indicates otherwise, the following words have the following meanings:
- 1.1.1 "these Conditions" means these Standard Trading Terms and Conditions, as amended or supplemented from time to time;
 - 1.1.2 "the Customer" or "you" means the person who appoints Rennie to provide the Services and/or the person to whom Rennie provides the Services;
 - 1.1.3 "Customs" means the Customs and Excise Departments of the South African Revenue Service and/or the customs and excise authorities in any other country in which any of the Services are provided;
 - 1.1.4 "the Goods" means any goods in respect of which Rennie provides the Services, and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment or transport device used in connection with or in relation to such goods.
 - 1.1.5 "Rennie" means Rennie Ships Agency (Pty) Ltd, trading as John T Rennie & Sons, Freightmarine Shipping, Richards Bay Steamships, Combine Ocean and Freightbulk, Panargo;
 - 1.1.6 "the Services" means any services provided to the Customer by Rennie or by any Supplier appointed by Rennie to do so;
 - 1.1.7 "Suppliers" means any third party with whom Rennie contracts as your agent, to provide any or all of the Services and includes, but is not limited to, ship's chandlers, vendors of all types of goods, repairers, road, rail, air or sea carriers, other ships' agents or brokers, stevedores and port and other authorities; and
 - 1.1.8 "Transport Documents" means all documents which Rennie requires to provide the Services, including bills of lading, warehouse and/or forwarding receipts, air and sea waybills, consignment and delivery notes and container movement or transport orders.
- 1.2 No agreement varying, adding to, deleting from or cancelling these Conditions (including this clause), and no waiver of any right under these Conditions, is effective unless it is recorded in writing and signed by a duly authorised representative of both parties. Whilst correspondence for operational reasons may occur via email, no formal amendment or variation may be concluded via email.
- 1.3 If any provision is followed by the word "including" and specific examples, those examples must not be interpreted as limiting the general meaning of that provision.
- 1.4 Unless inconsistent with the context, words signifying any gender include the other gender and the neutral, words signifying the singular include the plural and vice versa and words signifying natural persons include juristic persons and vice versa.
- 1.5 A party which relaxes any of its rights in terms of these Conditions at any time does not prejudice or waive those rights (unless it is a signed written waiver) and that party may exercise its rights thereafter as if it had not relaxed them.

2. APPLICATION OF THESE CONDITIONS

- 2.1 All Services provided by and/or procured by Rennie, or any liability which may apply to Rennie,

whether or not arising from the performance of the Services, are subject to these Conditions. Unless Rennies specifically agrees in writing otherwise no other terms which conflict with these Conditions, including your standard trading terms and conditions shall apply. In the event of a conflict, these Conditions will prevail.

3. AGENT OR PRINCIPAL

- 3.1 Rennies may at its election act as principal or agent when performing the Services. Unless Rennies expressly elects to act as a principal in performing the Services, Rennies provides all Services in its capacity as your agent. The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by Rennies acting as agent for and on behalf of you or as a principal. Rennies, when acting as a principal, may either perform the Services itself, or may appoint any Supplier of its choice to perform all or any of the Services.
- 3.2 Where Rennies acts as your agent when it appoints Suppliers to perform all or any of the Services, it may contract with Suppliers on any terms and conditions agreed by Rennies and the Supplier, including the Supplier's standard trading terms and conditions, whether or not they are inconsistent with these Conditions. You acknowledge that, notwithstanding anything to the contrary contained herein, when Rennies, as your agent, concludes any contract with a third party, such agreement is concluded between you and the third party.
- 3.3 Rennies is not liable to you or anyone else for any act of, or omission by, any Supplier who performs any of the Services in terms of a contract which Rennies has concluded with that Supplier, whether as principal or as your agent.
- 3.4 Rennies is not liable to any Supplier for any amounts which you owe to a Supplier in relation to Services which the Supplier has performed for you.
- 3.5 The relationship between the Parties is a contract of service and does not constitute a contract of employment or partnership.
- 3.6 Neither Party may cede or assign any of its interest in, or its rights and obligations deriving from, these Conditions or any agreement to any third party without the other party's prior written consent, except for a cession or assignment made as part of an internal reorganization of either party, which will not affect their shareholding.

4. AUTHORITY TO CONTRACT

- 4.1 If you request the Services on behalf of a third party, you warrant that you are authorised to appoint Rennies to provide the Services in accordance with these Conditions, and such third party is bound by these Conditions.
- 4.2 You warrant that you are either the owner, or the authorised agent of the owner, of any Goods, or are duly authorised to deal with the Goods as principal and to instruct Rennies to provide the Services.

5. ACCEPTANCE OF BENEFITS

- 5.1 You undertake to ensure that any contracts relating to the Goods concluded by you with third parties shall include a provision that Rennies, its employees, agents and subcontractors shall have the benefit of any rights, defences or liberties in such contracts excluding or limiting your liability in respect of the Goods as if such provisions were expressly for their benefit.
- 5.2 Rennies accepts all benefits and all defences contained in any Transport Documents and/or agreements with, or terms and conditions of, any Suppliers with whom Rennies contracts to provide the Services, to the extent that the Transport Documents and agreements confer any benefit on Rennies.
- 5.3 Rennies, on behalf of the Suppliers, accepts all benefits and all defences contained in these Conditions and any agreements with, or terms and conditions of, any other Suppliers with whom

Rennies contracts to provide the Services, to the extent that they directly or indirectly apply to such Suppliers.

6. INSTRUCTIONS

- 6.1 You must timeously provide Rennies with all the documentation, information and Transport Documents which it requires to enable it to provide the Services, including any valuation or tariff determination issued by Customs for any Goods in respect of which Rennies is to provide the Services. All information must be in writing and be precise, clear and comprehensive.
- 6.2 You warrant that all information which you provide to Rennies in respect of the Goods and/or the Services, including the information contained in your Transport Documents, is complete, accurate and true.
- 6.3 If any of the information which you provided to Rennies changes at any time, you must immediately notify Rennies thereof in writing and you are responsible for all the consequences of that change.
- 6.4 You must include in your instructions, any specific or special packing, storage, delivery or other requirements relating to the Goods and/or the Services.
- 6.5 If Rennies is required to complete any Transport Documents on your behalf, Rennies does so at your own risk and is not in any way liable for any loss or damage which you suffer as a result of any incorrect particulars recorded therein.
- 6.6 Rennies is otherwise not responsible for any errors in your Transport Documents, or any loss or damage you may suffer as a result of such errors.
- 6.7 If you provide Rennies with incorrect instructions, you will be responsible for all wasted costs incurred by Rennies in carrying out those incorrect instructions.
- 6.8 Rennies is not bound by any oral instructions, general instructions or instructions which it receives late, but Rennies may act on those instructions if it chooses to do so.
- 6.9 In the absence of specific instructions, Rennies is authorised but not obliged to provide such Services it deems in its discretion are necessary and expedient, which Services are deemed to be specifically authorised and approved by the Customer.
- 6.10 If you do not provide Rennies with the information which it needs to provide the Services, Rennies may decide when and how to perform the Services or any part thereof; and Rennies is not obliged to:
- 6.10.1 declare the nature or value of any Goods to any Supplier or other third party; or
 - 6.10.2 request any special protection or cover from, or give special delivery instructions to, any Supplier in respect of any Goods considered to be dangerous and/or hazardous and/or which require special handling and/or storage.
- 6.11 Despite the other provisions of this clause, Rennies may, at your cost, depart from your instructions at any time if it decides, in its sole discretion, that it is necessary to do so and Rennies is not liable to you or anyone else, for any claims arising from or in connection with that departure.
- 6.12 Rennies shall have no obligation to take any action in respect of any Goods which may be recognisable as belonging to you unless and until it receives suitable instructions and all necessary documentation relating to the Goods.
- 6.13 In any event, it shall always be in Rennie's sole discretion as to whether to accept any instruction for Services to be provided.
- 6.14 Any information which Rennies provides to you or any carrier in connection with the reporting of pre-arrival and pre-entry information under the Merchant Shipping (Maritime Security) Regulations, 2004, is provided by Rennies for information purposes only. Rennies is not liable for any claim whatsoever for damages or otherwise arising from the carrier's failure to timeously

transmit complete and correctly formatted pre-arrival and/or pre-entry information.

Remuneration and Payment

7. QUOTES AND ESTIMATES

- 7.1 Rennies is not bound by any quotation which it provides to you in respect of the proposed Services.
- 7.2 Rennies may at any time cancel any quotation or estimate which it provides to you in relation to the Services if it becomes impractical or uneconomical for Rennies to perform the Services at the quoted or estimated rate.
- 7.3 If the quote or estimate which you have accepted contains any foreign currency-based costs, Rennies will issue you an invoice in Rands in which those costs will be adjusted in direct proportion to changes in exchange rates or increases in amounts payable to Suppliers or other third parties in respect of the Services.
- 7.4 Without in any way limiting the provisions of this clause, all quotations, estimates and agreements as to rates are subject to amendment without notice, having regard to, among other things, change in the cost to Rennies of performing any Service that occurs after quotation, estimate or agreement, as the case may be, or variations in the dimension/ weight, changes in currency exchange rates and upward movements in amounts payable by or on behalf of, or at the instance of Rennies to third parties, including, without limitation, freight, fuel, surcharges, insurance premiums, equipment rental and labour which charges and upward movements take place after quotation. Any amendment as aforesaid will be commensurate with the increase in the cost of performing that Service, and, in the event of a dispute between the Parties, shall be determined by the then auditors of Rennies or any other auditors nominated by Rennies, who in such determination shall act as experts and not as arbitrators and whose decision shall be final and binding on the Parties.
- 7.5 You will not have any claim against Rennies for any loss or damage which you may incur as a result of Rennies cancelling or amending its quotation or estimate.
- 7.6 You are liable to pay to Rennies the charges as agreed, or in the event of there being no agreement as to the charge or of a particular service not being provided for in the schedule of agreed charges, you shall pay a reasonable charge for that Service.

8. DUTIES, TAXES, LEVIES AND OTHER DISBURSEMENTS

- 8.1 You are liable for all duties, taxes, charges, imposts, levies, deposits, fines, penalties and other disbursements levied by or payable to any Supplier or applicable authority in relation to the Goods and/or the Services, and for all increases in such disbursements.
- 8.2 Rennies shall bear no liability in consequence of the fact that there may be a change in the rate of duty, wharfage, cargo dues, freight, railage or cartage or any other tariff, before or after the performance by Rennies of any act involving a less favourable rate or tariff or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.
- 8.3 You must on request by Rennies, pay to Rennies in advance or furnish security for, the amount of any disbursements which Rennies estimates that it will be required to pay to any third party on your behalf in relation to the Services.
- 8.4 Rennies is not obliged to pay any disbursements on your behalf unless it has received sufficient funds from you for the payment of such disbursements.
- 8.5 Rennies may refuse to commence or may discontinue providing Services to you if you fail to make payment of the estimated disbursements on request by Rennies and shall not be liable for any loss or damage which you suffer as a result thereof.
- 8.6 You indemnify Rennies against any liability in respect of any disbursements which Rennies

incurs in relation to the Services provided to you and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by Rennies in connection therewith or arising therefrom.

- 8.7 Rennies is entitled to the benefits of any discounts which it may obtain and to retain and be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to you for any such amounts received or receivable by it.

9. COLLECTION OF EXPENSES AND C.O.D

- 9.1 If Rennies agrees to collect freight, duties, charges or other expenses from your intended consignee or any other person, you remain responsible for such expenses if they are not paid by such consignee or any other person immediately when due.
- 9.2 If Rennies agrees to collect payment from your consignee or other person on delivery, Rennies does so at your risk and cost and will not be liable for any non-payment by such consignee or other person.

10. PAYMENTS TO RENNIES

- 10.1 Except to the extent that these Conditions provide otherwise, you must pay all amounts due to Rennies for the Services, plus Value Added Tax at the applicable rate: immediately on presentation of Rennies' invoice, or if Rennies has agreed to provide the Services to you on credit, on such terms for payment, in the currency specified by Rennies, without deduction or set-off and free of all bank charges and by electronic funds transfer into the bank account nominated by Rennies on the invoice.
- 10.2 Your obligation to pay for the Services is only discharged when Rennies receives the whole amount payable as freely available funds in its nominated bank account.
- 10.3 Interest at the maximum permissible rate in law will be levied on all amounts which are not paid by the due date for payment.
- 10.4 Rennies may allocate any payment which you make to reduce or settle any amount which you owe to Rennies in terms of any contract.
- 10.5 Notwithstanding that Rennies may seek recovery of any amount due to it, from any person other than you; you shall remain liable to make payment of the said amount to Rennies upon demand, at any stage.
- 10.6 If Rennies agrees to allow you to pay for the Services in instalments, or on credit subject to agreed payment terms, and you fail to pay any instalment when due, the full amount outstanding will immediately become due, owing and payable.
- 10.7 Rennies may at any time stop providing the Services to you and/or may withdraw your credit facilities if you fail to make payment for the Services on the due date for payment thereof.
- 10.8 You are liable for the full cost of the Services provided by Rennies if you cancel your request for the Services later than the period provided for in clause 32; or if the Services are carried out in accordance with incorrect instructions provided by you.
- 10.9 Rennies may deduct from any amounts which Rennies owes you, any amounts which you owe to Rennies, whether or not they are liquidated. Where the amounts which you owe Rennies are unliquidated, within 10 business days of any dispute relating to that amount being finally resolved, the parties must make any payment required as a consequence.
- 10.10 Rennies shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursements due to it notwithstanding the fact that a previous debit or debits, whether excluding or partly excluding the items subsequently requiring to be charged or recovered, had been raised and whether or not any notice had been given that further debits were to follow.

-
- 10.11 You are liable for and shall pay to Rennies all costs and expenses incurred in providing the Services, howsoever the instruction to perform such Services was communicated and notwithstanding the fact that the persons communicating the instruction may have exceeded their authority in doing so.
- 10.12 You acknowledge that Rennies shall be entitled to provide invoices, statements and supporting documents in electronic form, and accepts electronic invoices for the purposes of claiming Value Added Tax.

11. RECOVERY OF AMOUNTS INCORRECTLY PAID

- 11.1 If for any reason, Rennies pays any duty, tax, levy, railage, wharfage, freight, cartage or other disbursement on your behalf in an incorrect amount, or such disbursement is levied in an incorrect amount, Rennies will not be liable to you for the amount of the overpayment unless:
- 11.1.1 you advise Rennies in writing that an incorrect amount has been paid or levied within 60 days of the date of such payment, in order to allow for Rennies to recover the amount overpaid;
- 11.1.2 you do all that is necessary to assist Rennies to recover the amount incorrectly paid or levied.
- 11.2 The fact that you may not be aware of the incorrect payment does not interrupt the time in which you must advise of an incorrect payment being made.

12. LIENS

- 12.1 Rennies has a general and special lien over all Goods in respect of which it provides Services and any documents, refunds, repayments, claims and other items or amounts relating to those Goods, for all amounts which you owe to any Suppliers and/or to Rennies in respect of Services provided in relation to those Goods, and any past debt.
- 12.2 In delivering the Goods into the custody of Rennies or its agents for any purpose whatsoever, such delivery shall for the purpose hereof be deemed to be delivery of the same in pledge and as security for all amounts owed to Rennies at that time or which become payable in the future. In the event of Rennies utilising the services or premises of any third party for any purposes including the transportation or storage of any Goods, such third party shall be the agent of Rennies for purposes of exercising Rennies' right of retention under the said lien and/or pledge.
- 12.3 You shall not be entitled to effect or allow to be effected any security in respect of the Goods or the documents relating to the Goods, including without limitation, any general or special notarial bond, pledge, hypothec, right of retention, or lien and pledge, without the prior written consent of Rennies. The lien and pledge in favour of Rennies referred to in this clause, shall operate as a first and prior charge against the Goods and the documents relating to the Goods and no other security shall rank prior to Rennies' lien or pledge.
- 12.4 Should any amount due to Rennies remain unpaid, Rennies shall be entitled to immediately exercise its lien and shall advise you in writing that it has done so.
- 12.5 You consent to Rennies selling such Goods and other items or amounts by public auction or private treaty, without a court order authorising Rennies to do so, if any amounts which you owe to Rennies are not paid within 14 days from and including the date when Rennies sends you written notice that it is detaining the Goods and other items referred to in clause 12.1.
- 12.6 The proceeds of the sale referred to in clause 12.5, less the costs which Rennies incurs in respect of such sale, will be applied to reduce or settle any amounts which you owe to Rennies for the Services provided in respect of those Goods.
- 12.7 If, after the Goods have been sold:
- 12.7.1 there is any amount still owing to Rennies, Rennies may recover such amount from you;

or

- 12.7.2 Rennies recovers more than the amount required to settle the amount which you owe to Rennies for the Services, Rennies will refund to you such excess.

13. LEGAL COSTS

- 13.1 If Rennies institutes legal proceedings against you to recover any amounts due by you to Rennies or for breach of these Conditions or enforcement of any of your other obligations, you will be liable for all legal costs incurred by Rennies on an attorney and own client scale, as well as collection commission and any agent's fees.

Liability and Insurance

14. RISK

- 14.1 The Services are provided by Rennies at your cost and risk.

15. WAIVER AND INDEMNITY

- 15.1 You indemnify and hold Rennies harmless against all liabilities, damages, costs and expenses whatsoever incurred or suffered by Rennies arising directly or indirectly from or in connection with:
- 15.1.1 the loss, damage or destruction of the Goods and/or any loss, damages, claims and costs which you may suffer as a direct or indirect result of the Services;
 - 15.1.2 any claims of any nature made by any Supplier, authority, owner of the Goods, consignor, consignee, warehouseman, carrier, haulier, your client or supplier or any other third party against Rennies and/or any of its Personnel and/or any Suppliers, arising from, or in connection with, the provision of the Services and which is caused in any way, including by the negligence of Rennies or its Personnel or Suppliers;
 - 15.1.3 any loss, damages, claims or costs which Rennies suffers as a direct or indirect consequence of storing and/or warehousing any Goods (including Dangerous Goods) in respect of which Rennies provides the Services;
 - 15.1.4 any claims made against Rennies of a general average nature and you agree to provide Rennies with any security which Rennies may require in relation to such claims;
 - 15.1.5 Rennies complying with your requirements or instructions, or those of any municipal, government or statutory authority regarding the Goods or Services;
 - 15.1.6 any act or omission or breach of these Conditions or any warranty contained herein or non-compliance with applicable legislation, regulations and rules by you or any person, subcontractor or carrier acting on your behalf or under your instruction; or
 - 15.1.7 any additional services provided, or goods handled out of the scope of the written agreement between the Parties.
- 15.2 These waivers and indemnities in favour of Rennies and its Personnel are provided regardless of the cause of the loss or damage and notwithstanding that the loss or damage was due to the breach of the terms of any applicable contract or claim in delict.

16. LIMITATION OF LIABILITY

- 16.1 Despite any other provision of these Conditions, Rennies is not liable, in respect of any claim of any nature whatsoever and howsoever arising (whether in contract or in delict or arising from the provision of the Services or not) unless:

- 16.1.1 such claim arises from a grossly negligent act or omission on the part of Rennies or its Personnel; and
 - 16.1.2 where applicable, such claim arises at a time when the Goods in question are in the actual custody of Rennies and under its actual control.
- 16.2 If, for any reason, despite this clause and any other provision of these Conditions excluding Rennies' liability for claims, Rennies is held to be liable for a claim, that claim is limited to the lesser of:
- 16.2.1 where applicable, the value of the Goods evidenced by relevant documentation or declared for Customs purposes or for any purpose connected with their transportation, including the value of the Goods declared for insurance purposes;
 - 16.2.2 double the amount of fees raised by Rennies for the Services in connection with the Goods, but excluding any amount payable to Suppliers and other third parties; or
 - 16.2.3 ZAR 100 000.00 (ONE HUNDRED THOUSAND RAND) for any one occurrence.
- 16.3 Notwithstanding the above, Rennies will under no circumstances be liable, in respect of any claim of any nature however arising, for any indirect loss, including but not limited to consequential, incidental or remote loss; special or speculative damages; or loss of profit, business or production.

17. NO CLAIMS AGAINST DIRECTORS AND EMPLOYEES

- 17.1 You shall not make any claim against any director, servant or employee of the Company which imposes or attempts to impose upon him any liability in connection with the rendering of any of the Services which are the subject of these Conditions and you hereby waives all and any such claims.

18. TIME BAR

- 18.1 You will not have any claim of any nature against Rennies unless:
- 18.1.1 within 5 days of the date on which the Services concerned came to an end, or the date on which the incident giving rise to your cause of action occurred or should reasonably have come to your attention, you give Rennies written notice of your claim, setting out its full details; and
 - 18.1.2 summons or an equivalent method of instituting action is served on Rennies within 9 months after the date on which the incident giving rise to your cause of action occurred.

19. INSURANCE

- 19.1 Rennies is not a financial service provider and will not insure the Goods and will have no obligation to procure any insurance on the Goods.
- 19.2 If instructed in writing to do so, Rennies will introduce you to a financial service provider which is licensed to arrange insurance of the Goods in terms of the Financial Advisory and Intermediary Services Act No. 37 of 2002.
- 19.3 Should any insurer dispute its liability in terms of any insurance policy in respect of any goods, recourse shall lie against the insurer only, and Rennies will not accept any responsibility or liability whatsoever in relation thereto.

Goods and Services

20. WARRANTIES & REPRESENTATIONS

20.1 Rennies does not make any warranties or representations regarding the Services.

21. SPECIAL ARRANGEMENTS

21.1 Unless Rennies agrees otherwise in writing, Rennies will not provide any Services in respect of bullion, coins, banknotes, stamps, deeds, cheques, securities or other currency, precious stones, jewellery, valuables, personal effects, household goods, antiques, artwork, human remains, livestock, tobacco products, spirits, wines mobile telephones, computers, goods requiring temperature control or plants.

21.2 If you deliver any such Goods to Rennies or cause Rennies to handle or deal with any such Goods otherwise than with Rennies' prior written consent, Rennies shall not be liable for any act or omission, whether negligent or otherwise, in respect of such goods.

22. DANGEROUS GOODS

22.1 "Dangerous Goods" means radio-active materials, Goods which are or may become perishable, dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property, including Goods likely to harbour or attract vermin or other pests.

22.2 You must obtain Rennies' prior written consent to providing any Services in respect of Dangerous Goods.

22.3 You shall, at all material times, provide Rennies with current Material Safety Data Sheets in respect of Dangerous Goods as required by law.

22.4 You warrant that all Dangerous Goods, and the case, crate, box, drum canister, tank, flat, pallet, package or other holder or covering of such Goods, will comply with any applicable laws, regulations or requirement of any authority or carrier and that the nature and characteristics of such Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Goods. You furthermore warrant that any consignee in respect of Dangerous Goods will be authorised and/or qualified to uplift, receive and/or handle such Goods.

22.5 If any Dangerous Goods are delivered to Rennies, Rennies may for such reason as it deems fit (including, without limitation, the risk to other goods, property, life or health), destroy, dispose of, abandon or otherwise deal with those Goods at your risk and expense and will not be liable to you as a consequence thereof. Rennies may recover from you on demand, its charges and/or fees including the costs of such destruction, disposal, abandonment or other dealing with the Goods.

22.6 You indemnify Rennies against all loss, liability or damage which it may suffer in providing Services to you in respect of Dangerous Goods.

23. PACKAGING REQUIREMENTS

23.1 You warrant that all Goods in respect of which you require Rennies to provide the Services shall be properly, adequately and safely packed and clearly labelled and marked as required by law.

23.2 If Rennies agrees to package any Goods and/or pack them into any container, you must provide Rennies with precise and complete instructions regarding your packaging, labelling and other requirements. Rennies shall perform all such packaging and packing at your cost and risk.

24. COUNTING AND INSPECTING THE GOODS

24.1 Rennies is not obliged to count, inspect or examine any Goods in respect of which it provides the Services.

24.2 If Rennies agrees to count, inspect or examine any Goods, it will not be liable for any error in

such counting, even if that error results from Rennies' negligence. Rennies may charge you a fee for counting, inspecting and/or examining your Goods.

- 24.3 Where it is necessary for an examination to be held or other action to be taken by Rennies in respect of any discrepancy in the Goods which are landed or discharged from any vehicle or other transport unit, no responsibility or liability shall attach to Rennies for any failure to hold such examination or to take any other action unless Rennies has been timeously advised by the landing or discharge agent that such Goods have been landed and that such a discrepancy exists.

25. WAREHOUSING

- 25.1 Rennies may, whether on direction of any authority, in accordance with customary practice or as Rennies deems appropriate, in the course of providing the Services to you, warehouse or otherwise hold your Goods at your risk and cost.
- 25.2 Where Rennies itself provides a warehousing Service, whether in premises owned, leased or operated by it, or in premises operated by a third party, all Goods are received, stacked, stored, moved, dispatched and otherwise handled, at your risk and cost. Rennies shall not be liable to you as a bailee or deposittee.
- 25.3 If the Goods are stored in a Customs licensed facility, you must remove the Goods from such facility within the prescribed time periods.
- 25.4 If you fail to remove the Goods, or the Goods are not cleared by Customs in anticipation of being removed, within 14 days of the date on which the prescribed time period expires, then Rennies may without notice to you or your intended consignee, clear the Goods at your expense and recover the cost of doing so from you on demand.
- 25.5 If the Goods cannot be cleared, Rennies may treat the Goods as Abandoned Goods in terms of clause 27.

26. PERISHABLE GOODS

- 26.1 At your expense and without prior notice to you, Rennies may sell or dispose of any perishable Goods in accordance with clause 12, read with the necessary changes to the context, if:
- 26.1.1 those Goods are deteriorating or are likely to deteriorate;
 - 26.1.2 those Goods are insufficiently addressed or marked;
 - 26.1.3 the person to whom they belong, or are to be delivered, cannot be identified; or
 - 26.1.4 you fail to collect or accept delivery of the perishable Goods within 21 days after the date on which Rennies notifies you in writing to collect or accept such goods.

27. ABANDONED GOODS

- 27.1 "Abandoned Goods" means Goods in respect of which Rennies has provided, or is providing, the Services and which you or your designated recipient has not collected at the relevant time and place.
- 27.2 Rennies may store any Abandoned Goods or any part thereof, at your risk and expense.
- 27.3 You hereby consent to Rennies selling, or abandoning to Customs or any third party (and in that event, recovering from you all related costs), all or any of, the Abandoned Goods and recovering all amounts which you owe to Rennies for the Services in accordance with the provisions of clause 12, read with the necessary changes to the context.

28. TRANSPORTATION OF GOODS

-
- 28.1 If Rennies transports any Goods as principal, it does so on the basis that it is neither a common carrier or a public carrier.
- 28.2 The transportation of the Goods is undertaken at your risk and in accordance with these Conditions.
- 28.3 Time shall not be of the essence in respect of deliveries made by Rennies on your behalf.
- 28.4 Whenever Goods are moved under duty and/or VAT suspension, either within South Africa or across border, the Goods remain under SARS Customs control until the legislated acquittal processes have been complied with. Should you fail to provide the acquittal documentation within the prescribed time period, duty and VAT will become payable, and penalties will be imposed by SARS Customs and / or other relevant authorities. You will be fully liable for these payments and penalties.
- 28.5 Rennies shall not transport abnormal loads unless an agreement to that effect is concluded in writing between the Parties relating to, among other things: route surveys; the cost of any traffic escorts required by the Authorities and any charges for raising overhead wires, switching off power, removing obstacles along the route, and/or any other work that might be necessary for the passage of such loads; access to loading and off-loading sites; the obtaining of permits and approvals from the Authorities and an indemnity from you regarding the costs of repairing any damage caused by the passage of the load over private property.

General

29. FORCE MAJEURE

- 29.1 A Party shall not be liable for a failure to perform any of its obligations hereunder due to a *force majeure* event (which includes but is not limited to war, civil war, civil violence, riots, revolutions, acts of piracy, acts of sabotage, terrorism, sabotage, natural disasters, epidemics, pandemics, destruction by lightning, explosions, fires, destruction of installations, industrial action or strike, changes of law, acts of Authority, whether lawful or unlawful) that is beyond its reasonable control and that it could not reasonably be expected to have taken into account at the time of the conclusion of these Conditions or any agreement between the Parties, provided that the Party subject to the *force majeure* event shall give prompt notice to the other Party of its nature and estimated duration.
- 29.2 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the *force majeure* event relied upon and shall terminate upon the date which such event ceases to exist.
- 29.3 The Parties hereto shall co-operate and collaborate and use all reasonable efforts to overcome the *force majeure* event concerned and/or nullify its effect.
- 29.4 If the *force majeure* event substantially or permanently prevents the continued performance by either Party of its obligations in terms of these Conditions or any agreement between them for a period exceeding 30 consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate the said agreement with effect from 7 days after giving of such notice.

30. COMPLIANCE

- 30.1 If Rennies is obliged, in the execution of any of its duties and/or responsibilities to comply with any common law or legislative enactment of any nature whatsoever, then Rennies by complying therewith, shall not be deemed to waive nor abandon any of its rights in terms of these Conditions; or to have assumed any onus, obligation, responsibility or liability in favour of you.
- 30.2 You agree to abide by Rennies' Safety, Health and Environmental Rules when on any of Rennie' sites.
- 30.3 Rennies will retain all records in relation to the Services for the period required by the applicable laws and regulations.

-
- 30.4 The Parties, as well as their agents, employees, subcontractors and intermediaries, must comply with any anti-corruption legislation applicable to either or both Party.
- 30.5 The Parties, as well as their agents, employees, subcontractors and intermediaries, hereby warrant that they have not and will not engage in any anti-competitive behaviour in relation to these Conditions or any contract between the Parties.
- 30.6 The Parties undertake to strictly observe and abide by any rules and regulations applicable to the import, export, re-export or transshipment of the Goods, such as those relating to embargoed or sanctioned countries, commodities or services, for example and not limited to the economic and trade sanctions as defined by the Office of Foreign Asset Control (OFAC) of the US Department of the Treasury, the Export Administration Regulations (EAR) as defined by the Bureau of Industry and Security of the US Department of Commerce and the International Traffic in Arms Regulations (ITAR) as defined by the US Department of State or any other governmental authorities.
- 30.7 Rennies shall be excused from performing the Services if any licence, permit or similar authorisation lawfully required for it to do so is revoked, terminated, not issued or not renewed for any reason whatsoever.

31. INFORMATION

- 31.1 Each Party agrees to treat as strictly confidential the operations, business and affairs of the other Party and not to divulge any information relating thereto to any third party, agent or employee, save as required by law, in respect of the execution of these Conditions or agreement between them, whether prior to, during or after the currency of these Conditions or the said agreement.
- 31.2 All documentation furnished by one Party to the other Party pursuant to these Conditions or any agreement between them will remain the property of that Party and upon the request of that Party will be returned to it.
- 31.3 Each Party acknowledges that all right, title and interest in and to any information which the other Party has an interest in being kept confidential vests in that Party and that neither Party has any claim of any nature in and to the confidential information of the other Party.
- 31.4 The Parties shall only process each other's personal information or that of their employees in accordance with the requirements of the Protection of Personal Information Act, 4 of 2013 and / or the *EU General Data Protection Regulation* as applicable.
- 31.5 All intellectual property rights of any nature whatsoever whether capable of registration or not (and whether registered or not) in either Party's name including but not limited to either Party's trademarks, logos and images shall remain the sole property of that Party. The other Party shall not acquire any rights in relation thereto and shall not make any use thereof without formal written consent.

32. BREACH, TERMINATION AND CANCELLATIONS

- 32.1 Rennies is not bound by your request for the Services until the earlier of the date on which Rennies commences providing the Services to you or any quotation provided to you by Rennies in respect of the Services is timeously accepted by you. If you cancel or change the Services which you have requested Rennies to provide, you are liable for all charges and expenses incurred by Rennies up to and including the date on which Rennies receives notice from you that you no longer require the Services, or that the Services you require have changed, as well as any penalties or other costs which may be imposed by Suppliers as a result of the cancellation of any Services.
- 32.2 Rennies shall be entitled to terminate the provision of Services to you on 7 days' written notice at any time should it become uneconomical or impractical for Rennies to continue. If a Supplier terminates or cancels any contract for the supply of the Services for any reason, Rennies may also terminate or cancel the Services which it has undertaken to supply to you and which are subject to the contract cancelled by the Supplier and you will not have any claim against Rennies arising from, or in connection with, that cancellation. You are liable for all charges and expenses incurred by Rennies up to and including the date on which Rennies terminates or cancels the

Services which it undertook to supply to you, including any penalties or other costs

- 32.3 Without prejudice to its rights under these Conditions, any agreement between the Parties and/or at law, either Party shall be entitled to cancel any agreement between it and the other Party by written notice if:
- 32.3.1 the other Party commits any breach of its obligations under these Conditions or the said agreement and fails to remedy that breach within 14 days of its being given written notice to do so;
 - 32.3.2 the other Party commits any act of insolvency in terms of any applicable insolvency legislation;
 - 32.3.3 the other Party commences business rescue proceedings;
 - 32.3.4 the other Party is deemed to be unable to pay its debts in terms of any deeming provision of any applicable legislation relating to companies or insolvency;
 - 32.3.5 the other Party compromises or attempts to compromise with its creditors;
 - 32.3.6 any provisional or final order is granted for the sequestration, winding up, bankruptcy or judicial management of the other Party, or any equivalent order is made in terms of any applicable law regarding the status of the other Party;
 - 32.3.7 the other Party fails to satisfy any default or other judgement granted against it, within 10 days.
- 32.4 If you are a consumer to whom the National Credit Act, 34 of 2005 applies, and you have breached any terms or conditions herein, then Rennie's shall be entitled to any remedies provided in the National Credit Act, 34 of 2005, which may include cancellation of the agreement or as provided in any other legislation or common law.

33. DISPUTES

- 33.1 If any dispute regarding these Conditions and/or the Services arises, including a dispute about the interpretation thereof and the termination of any contract in terms thereof:
- 33.1.1 you may not withhold payment of any amount which you owe to Rennie's in terms of these Conditions; and
 - 33.1.2 Rennie's will be deemed to have performed its obligations in accordance with these Conditions until you prove the contrary.
- 33.2 The Parties shall negotiate in good faith with a view to settling any dispute arising out of or relating to this agreement. For the purposes of this clause, a dispute will not include an unpaid account where there is no valid reason therefor.
- 33.3 If the dispute cannot be resolved, it will be referred to the managing director or chief executive officer (or such other director as designated by the foregoing) of each Party for determination, who will meet within 14 days of the referral.
- 33.4 If the dispute cannot be resolved within 14 days of this meeting, it may be referred for resolution by arbitration in accordance with the rules (domestic or international, as the case may be) of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall take place in Durban, South Africa. The arbitration will be heard by one arbitrator appointed by agreement between the Parties, or failing such agreement, by the president for the time being of The Maritime Law Association of South Africa. The decision of the Arbitrator is final and binding on the Parties and may be made an order of court at the instance of any party to the arbitration.
- 33.5 This clause is a separate, divisible agreement from the rest of these Conditions and shall remain in effect even if these Conditions are nullified or cancelled for whatsoever reason or cause.
- 33.6 Nothing herein contained shall be deemed to prevent or prohibit the Parties from seeking interim or urgent relief in a court of competent jurisdiction.

34. LAW AND JURISDICTION

- 34.1 These Conditions and any agreement which you enter into with Rennie's shall be subject to and construed in accordance with the law of the Republic of South Africa excluding the application

of any rules of private international law which may render another legal system applicable.

- 34.2 If you are a peregrinus (foreign persona) you consent and submit to the jurisdiction of the High Court of South Africa, Kwa-Zulu Natal Local Division, Durban, for the determination of any dispute arising out of your contract with Rennies.
- 34.3 The consent to jurisdiction in clause 34.2 will not preclude Rennies from attaching or arresting an asset belonging to you in accordance with the Admiralty Jurisdiction Regulation Act No 105 of 1983, to obtain security for its claim, or otherwise, whether the claim is to be prosecuted in that jurisdiction or elsewhere.

35. NOTICES AND ADDRESSES FOR SERVICE

- 35.1 Any notice or communication in terms of these Conditions must be in writing to be effective and must be sent by hand or e-mail. The parties choose their respective head offices as their *domicilium citandi et executandi* and in the case of Rennies, its head office address is that set out on its letterhead.
- 35.2 Notice is deemed to have been duly given on the date of delivery, if delivered by hand or on the date of dispatch, if sent by email.

36. SPECIAL CONDITIONS RELATED TO ELECTRONIC DATA

- 36.1 Notwithstanding the provisions of any legislation or other law regulating electronic communications and transactions, Rennies shall only be deemed to have received electronic data and/or messages when such electronic data and/or messages have been retrieved, processed and read by the addressee.
- 36.2 Rennies shall not for any reason (including its negligence and/or the negligence of its employees) be liable for any loss or damage suffered by you arising from or in connection with any incorrect information provided by Rennies to you and/or any third party, regardless of the manner and/or form in which the incorrect information is provided, if such incorrect information has been generated by and provided to Rennies by any person with whom Rennies conducts business, and/or any other third party.
- 36.3 Rennies is not for any reason (including its negligence and the negligence of its employees) liable for any loss or damage arising from or in connection with any failure and/or malfunction of its computer systems and/or software programmes, provided and/or operated by Rennies and/or any third party, which systems include Rennies' electronic automated information service provided to its Customers.

37. SEVERABILITY

- 37.1 If any provision of these Conditions is unenforceable, then Rennies shall be entitled to elect (which election may be made at any time) to sever such provision from the remaining provisions of these Conditions which shall not be affected and shall remain of full force and effect.